

EXHIBIT A



CORPORATE OFFICES
160 GREENTREE DR.
SUITE 101
DOVER, DE 19904
800.521.9654

PRINTED: 10/12/2007
CARN C [REDACTED] CARNIVAL

BILL AND SHIP TO

[REDACTED]
[REDACTED]
[REDACTED]
USA (REGION: CONTINENTAL USA)

COMPANY:
COUNTY: [REDACTED]
EMAIL:
HOME PHONE: [REDACTED]
WORK PHONE: 90 [REDACTED]

BIDDER NUMBER		CABIN NUMBER		AUCTION NUMBER		INVOICE NUMBER		INVOICE DATE					
279		8428		S99R		S99R-99-4		10/12/2007					
LOT NUMBER	REG/SEH NUMBER	ARTIST	ART TITLE	HAMMER PRICE	BUYERS PREMIUM	AUCTION PRICE	ART	SHIP HNDL	HE-STR	IN-TR HANDL	CUSTOMER FRM	APPR	CODES
CP2500	████████	PETER MAX	████████████████████ ██████████	1950.00	292.50	2242.50	2197.50	45	0	21.98	0	15	X P
CP2501	████████	PETER MAX	████████████████████ you will not receive this exact work, but a unique variation from the series.	5190.00	778.50	5968.50	5888.50	80	0	58.89	0	15	X P
CP2502	████████	PETER MAX	████████████████████ OF SCENES 2006	1950.00	292.50	2242.50	2197.50	45	0	21.98	0	15	X P

ALL ART SOLD FRAMED EXCEPT "TAKE OFFS" WHICH ARE SOLD "AS IS". ALLOW UP TO 10 WEEKS FOR DELIVERY.

INVOICE TOTALS

Notes:

PURCHASER'S ACKNOWLEDGEMENT

THE PURCHASER, BY SIGNING THIS INVOICE, ACKNOWLEDGES RECEIPT OF A COPY HEREOF, AND HAS AGREED TO PURCHASE THE ABOVE DESCRIBED GOODS AND SERVICES ON THE TERMS AND CONDITIONS STATED IN THIS INVOICE AND THE PURCHASER'S BIDDING PADDLE. NO VERBAL AGREEMENTS OR REPRESENTATIONS SHALL BE OF ANY FORCE OR EFFECT UNLESS SET FORTH IN WRITING IN THIS INVOICE. CREDIT CARD PURCHASERS AGREE TO PAY, IN ADDITION TO THE AMOUNTS SHOWN ON THIS INVOICE, ANY FINANCE CHARGES, FEES OR OTHER AMOUNTS DUE UNDER ALL APPLICABLE AGREEMENTS GOVERNING THE USE OF SUCH CARD. NON-U.S. RESIDENTS ARE RESPONSIBLE FOR ALL TAXES, DUTIES, BROKERAGE FEES, CUSTOMS FEES OR OTHER CHARGES WHICH MAY APPLY TO THE TRANSPORT OR IMPORTATION OF THE ARTWORK.

THIS INVOICE CONTAINS ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE. THOSE TERMS AND CONDITIONS ARE IMPORTANT AND PURCHASER SHOULD READ THEM CAREFULLY.

ART	10283.50
APPRAISALS	135.00
CUSTOM FRAMING	1030.00
HALF BP	0.00
LESS CREDIT+DISCOUNTS	0.00
SUBTOTAL	11448.50
SALES TAX	0.00
SHIPPING AND HANDLING	620.00
IN-TRANSIT HANDLING	113.15
SHIPPING CREDIT	0.00
GRAND TOTAL	11448.50
PAYMENT TOTAL	11448.50

PAYMENT
PARK WEST COLL - 2076 11448.50

Shipping Codes: P - pull from stock F - offered to F&S G - offered to PWG S - ship to client 65 - 12 MONTHS NO PAYMENTS

STATIONING

ALL SALES ARE FINAL • All sales are conducted in accordance with the Terms and Conditions appearing on the front and back of the bid card and the front and back of this auction invoice.

APPRAISALS

- 1) Park West Appraisals are available and recommended for insurance purposes. The cost for appraisals is \$35 U.S. (\$50 CN) for the first work appraised and \$15 U.S. (\$20 CN) for each additional work appraised at the same time.
- 2) The appraisal herein represents our opinion of the replacement value of the work, which is the price a customer will have to pay to replace the work through a reputable retail art gallery. In making this determination we rely on many factors including the condition of the work, gallery prices of reputable art galleries and other reliable price data and lists. We do not rely on third party auction prices or internet prices to arrive at the appraisal. We do not issue refunds if another appraiser has a different opinion than ours. Park West assumes no liability or responsibility for errors or omissions in connection with its appraisals. We do not assume any liability for (i) insurance losses, or (ii) claims for refunds or money damages; based on a claim that our appraised value is too high, too low or otherwise inaccurate.

TERMS OF GUARANTEE. The following Terms & Conditions govern our Guarantee

- 1) **CERTIFICATE OF AUTHENTICITY.** All art comes with a Park West registered Certificate of Authenticity providing a full written description of the artwork, governed by the following Terms & Conditions herein.
- 2) **DEFINITION OF AUTHORSHIP.** "Authorship" means the identity of the creator, the period or cultural source of origin of the property, as the case may be, as set forth in the first line of the description of the artwork. For sports memorabilia items, "authorship" means the identity of the featured athlete whose signature is affixed to the item. Please see the auctioneer for a full written description of any artwork displayed at the auction.
- 3) **GUARANTEE COVERAGE.** If within five years of the date of sale of any lot, the original purchaser of record tenders to us a purchased lot in the same condition as when sold through us and it is established that the identification of Authorship (as defined above) is not substantially correct based on a fair reading of the written description which may be contained in the auction catalog, then the sale of such lot will be rescinded and the original price refunded upon return of the lot in the same condition as when originally purchased.
- 4) **NON-ASSIGNABILITY.** It is specifically understood that the benefit of this Guarantee is not assignable and shall be applicable only to the original purchaser of the lot from us and not to the subsequent owners or others who have or may acquire an interest therein.
- 5) **EXCLUSIONS.** The Guarantee covers only the correctness of descriptions of Authorship but does not extend to (i) errors or other identification of offered lots or descriptions of physical condition and size, quality, rarity, importance, provenance, exhibitions and literature of historical relevance, which information appears on the Certificate of Authenticity in lower case type below the first line of each entry identifying the Authorship. Although our best judgment is used in descriptions and the appropriate use of terms and due care is taken to ensure the correctness of the supplemental material which appears below the first line of each entry on the Certificate of Authenticity, the Guarantee does not extend to any possible errors or omissions therein.
- 6) **SOLE AND LIMITED REMEDY.** In no event shall the consignor or Park West Gallery be liable for any incidental or consequential damages whatsoever, including but not limited to alleged loss of profits or loss of increase in value. We do not assume any liability for: (i) insurance losses, or (ii) claims for refunds or money damages; based on a claim that our appraised value is too high, too low or otherwise inaccurate in any respect. It is further specifically understood that the sole remedy set forth herein, namely the rescission of the sale and refund to the original purchaser of the original purchase price paid for the lot is the sole and exclusive remedy and is in lieu of any and all other remedies which might otherwise be available as a matter of law or equity.

ADDITIONAL TERMS & CONDITIONS OF SALE

- 1) All sales are final.
- 2) A 15% Buyer's Premium will be added to the hammer price whether or not the property is owned by us or consigned for sale to us.
- 3) All lots with no prefix or the prefix "CP" have auction prices including framing as displayed and shipping and handling within the Continental United States. A 1% In-transit handling fee may also apply. Please see your onboard auctioneer for shipping charges to destinations outside the Continental U.S. All lots with the prefix U are sold unframed.
- 4) We reserve the right to withdraw any property before or during a sale and shall have no liability whatsoever for such withdrawal.
- 5) We reserve the right to reject any bid. The highest bidder acknowledged by the auctioneer will be the purchaser.
- 6) All lots are subject to a confidential minimum price and we may implement such minimum price by opening the bid, containing the bidding or placing bids in response to other bidders, up to the amount of the confidential minimum price.
- 7) In the event any lots are offered unframed the following charges for shipping and handling unframed art apply. A 1% In-transit handling fee may also apply.

Country or Region	1st Package of up to 5 works	Additional Packages of up to 5 works ea.
Continental USA	\$ 35.00	\$ 25.00
Alaska, Hawaii, Puerto Rico, Virgin Islands, Canada or Caribbean	\$ 40.00	\$ 27.00
Europe, Middle East, Central, S. America or Mexico	\$ 75.00	\$ 60.00
Asia, S. Pacific or Africa	\$ 100.00	\$ 85.00

- 8) CP lots may be carried off the ship. TO lots must be carried off the ship.
- 9) Lots with no prefix or a prefix other than CP or TO must be shipped from our land facilities.
- 10) All lots carried off the ship are accepted by purchaser in "AS IS" condition.
- 11) Non-U.S. residents are responsible for all taxes, duties, brokerages fees, customs fees, or other charges which may apply to the transport or importation of the artwork. Sales tax may be applicable to Michigan and Florida residents.
- 12) You must provide us with written notice within sixty (60) days after your receipt of the artwork of any damage, or packing irregularities or any other claim, regarding your artwork. In the event of a claim, you must also save the inner box that was used to ship framed art. Failure to comply with the foregoing written notice will constitute your waiver of any claim of damage, loss or framing.
- 13) With respect to works that are awarded as a prize, gift or otherwise, in connection with a sale or other promotion, we will endeavor to provide an example of the work, subject to availability. However, if for any reason the specific work is unavailable, then at our sole discretion, we may select and provide a different work by the same or different artist and we shall have no further liability or obligation whatsoever. Also, shipping and handling charges apply for any artwork that is shipped.
- 14) Our maximum liability in the event that artwork is unavailable, or is lost or damaged by us or is subject to any other valid claim, shall be the proceeds of the purchase price for that specific artwork (upon return of the artwork, if delivered), regardless of whether the purchase price is in excess of the purchase price. We do not have any other obligation or liability to the buyer and the buyer shall not be entitled to cancel the sale of other works purchased by the buyer or to obtain a refund for such other works. If purchaser brings a legal action and we prevail in that legal action, purchaser shall be obligated to pay seller's reasonable legal costs and attorney fees.
- 15) In some cases, the example of a limited edition work you will receive will be annotated in a different manner than the example displayed at the auction. The value of the example you receive will be substantially the same as that of the example displayed at the auction and will in all other respects be the same work as the example displayed at the auction.
- 16) If you purchase an artwork described as an "embellished" work or a "mixed media with lithograph" work, you may not receive the example of the work displayed at the auction. You may still receive a unique work that is a variation of the example displayed at the auction. The value of the example you receive will be the same as that of the example displayed at the auction and will be substantially equivalent to that displayed at the auction.
- 17) Please see the auctioneer for a full written description of any artwork displayed at the auction.
- 18) Any mistakes or omissions will be corrected upon discovery, and buyer shall be obligated and agrees to immediately notify our administrator.
- 19) No verbal agreements or representations shall be of any force or effect unless set forth in writing by the seller in the invoice.
- 20) If custom framing is purchased, custom framing and associated shipping and handling charges will be shown on the invoice.
- 21) With the sole exception of claims under section 3 of Terms of Guarantee described above, any lawsuit by purchaser against any consignor or Park West Gallery shall not be maintainable unless filed within nine months after the invoice date shown on the purchaser's invoice.
- 22) Electronic auction bids are not a guarantee of sale. If your bid was not successful in the work is unavailable, it cannot be returned.